

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA7	<b>Page</b> 1 <b>of</b> 55
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W15P7T-04-B-A607		<b>4. Type of Solicitation</b> Sealed Bid (IFB)	<b>5. Date Issued</b>	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCA-RT-F FORT MONMOUTH, NJ 07703-5008			<b>Code</b> W15P7T	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 02:00pm (hour) local time 2004JUN17 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> CATHERINE CONNOLLY <b>E-mail address:</b> CATHERINE.CONNOLLY@MAIL1.MONMOUTH.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (732)532-1417
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	<b>18. Offer Date</b>

AWARD (To be completed by Government)

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
SCD PAS ADP PT			Code	
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W15P7T-04-B-A607 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 55
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1      52.6106	NOTICE: SOLICITATION OMBUDSMAN	JAN/2004

(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Joseph Lagrotteria 732-532-2819. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

Commander, US Army CECOM  
CECOM Acquisition Center  
Solicitation Ombudsman  
Attn: Ms. Diane L. Meickle  
AMSEL-ACCS-B  
Fort Monmouth, NJ 07703-5008

1. This acquisition is a Total Small Business Set Aside
2. This is a Four (4) year Indefinite Delivery Indefinite Quantity (IDIQ) contract for two (2) 18K BTUH AIR CONDITIONERS to include First Article Requirements for each item. At the time of contract award an order will be placed for a quantity of 83 each 18K BTUH 230V, 1PH, 50/60Hz ECU and 100 each 18K BTUH 208V, 3PH, 50/60Hz ECU, the contractor shall provide First Article Requirements.
3. Pricing Information. Section B sets forth the items and ranges to be set forth in the resultant contract. Contractor are to be submit all prices on a Microsoft Excel Spreadsheet. Contract shall submit prices IAW Section L-2 Instructions to Bidders for Submitting Prices. Contractor shall submit one (1) printed sheet of prices and one (1) electronic version of contractor's proposal on a three and one-half inch (3 1/2) disk with the proposal. Award will be made to the lowest priced, responsible, responsive bidder. Electronics submission of bids will not be accepted.
4. NOTE; FAILURE TO PRICE ALL ITEMS AND ALL RANGES WILL RENDER THE BID UNRESPONSIVE.
5. The Government will satisfy this contract's minimum order requirement at the time of award by ordering 18K BTUH AIR CONDITIONERS. Delivery Schedule for guaranteed minimum order is listed below based upon additional thirty (30) days allowed for delivery date when awarding two or more items at the same time. See First Article clause regarding First Article Delivery Requirements.

Delivery Schedule WITH FIRST ARTICLE

15 ea	510 DAC
15 ea	540 DAC
25 ea	600 DAC
25 ea	630 DAC
30 ea	THEREAFTER UNTIL COMPLETION

6. NOTE: BIDDERS ATTENTION IS DIRECTED TO THE DRAWING REVIEW AND CERTIFICATION REQUIREMENTS SET FORTH IN CONTRACT CLAUSE 52.6900 LOCATED AT C-1, ORDERS OF PRECEDENCE/ISSUE OF SPECIFICATIONS. THE CONTRACTOR IS TO ACKNOWLEDGE AT CLAUSE K-15 THAT THEY HAVE READ AND POSSES LEGIBLE COPIES OF ALL THE CD DRAWINGS/SPECIFICATIONS. ANY OFFEROR WHO FAILS TO ACKNOWLEDGE THE CERTIFICATION REQUIREMENTS RUNS THE RISK OF BEING UNRESPONSIVE.

7. INSTRUCTIONS AND INFORMATION ON SUBMISSION OF BIDS IS AS FOLLOWS:

BID OPENING WILL BE THURSDAY 17 JUNE 2004 PROMPTLY @ 2:00 PM EST

BID OPENING WILL TAKE PLACE AT THE EATONTOWN PUBLIC LIBRARY 33 BROAD STREET, EATONTOWN, N.J. 07724 PHONE (732) 389-2665.

ALL BIDS ARE DUE AT THE TECHNICAL INDUSTRIAL LIAISON OFFICE (TILO) NO LATER THAN 12:00 PM EST ON 17JUNE 2004 DUE TO HEIGHTENED MAIL SECURITY ON POST PACKAGES ARE DELIVERED TO A SORTING CENTER BEFORE THEY REACH THEIR INTENDED LOCATION. THIS PROCESS CAN DELAY THE DELIVERY OF A BID FOR SEVERAL HOURS. IT IS HIGHLY RECOMMENDED THAT ALL BIDS BE MAILED DAYS IN ADVANCE SO TIMELINESS IS NOT COMPROMISED.

BIDS WILL BE MAILED TO:

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 55
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Name of Offeror or Contractor:

TECHNICAL INDUSTRIAL LIAISON OFFICE (TILO)  
BUILDING 1208 EAST (GROUND FLOOR)  
AVENUE OF MEMORIES AND RITTKO AVENUE  
FORT MONMOUTH, NEW JERSEY 07703-5000  
AMSEL-AC-BID

REF: SOLICITATION NUMBER W15P7T-04-B-A607 (ATT: CAY CONNOLLY)

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																								
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																																												
0001	SECURITY CLASS: Unclassified																																																												
0001AA	<u>AIR CONDITIONER - NSN 4120-01-268-4450</u>  NOUN: 18K BTUH 230V 1PH 50/60HZ ECU  This is a 4 year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract on a Firm Fixed Price (FFP) basis. This effort shall be performed in accordance with the Purchase Description in Section J Attachment 2 and Statement of Work in Section J Attachment 1  The line item quantities are divided into ranges to allow pricing of orders placed with a specific range. The ranges are displayed on a yearly basis for each of the four years. The range quantities are not to be construed as yearly requirement.  (End of narrative B001)  YEAR ONE(1) - BASE YEAR  RANGES FOR ORDERS PLACED FROM DATE OF AWARD THROUGH 365 DAC <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>50</td><td>EACH</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>EACH</td><td>\$</td></tr><tr><td>101</td><td>150</td><td>EACH</td><td>\$</td></tr><tr><td>151</td><td>200</td><td>EACH</td><td>\$</td></tr><tr><td>201</td><td>250</td><td>EACH</td><td>\$</td></tr><tr><td>251</td><td>300</td><td>EACH</td><td>\$</td></tr></table> YEAR TWO (2)  RANGES FOR ORDERS PLACED FROM 366 DAC THROUGH 730 DAC <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>50</td><td>EACH</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>EACH</td><td>\$</td></tr><tr><td>101</td><td>150</td><td>EACH</td><td>\$</td></tr><tr><td>151</td><td>200</td><td>EACH</td><td>\$</td></tr><tr><td>201</td><td>250</td><td>EACH</td><td>\$</td></tr><tr><td>251</td><td>300</td><td>EACH</td><td>\$</td></tr></table> RANGES FOR ORDERS PLACED FROM 731 DAC THROUGH 1096 DAC	FROM	TO	UNIT	UNIT PRICE	1	50	EACH	\$	51	100	EACH	\$	101	150	EACH	\$	151	200	EACH	\$	201	250	EACH	\$	251	300	EACH	\$	FROM	TO	UNIT	UNIT PRICE	1	50	EACH	\$	51	100	EACH	\$	101	150	EACH	\$	151	200	EACH	\$	201	250	EACH	\$	251	300	EACH	\$		EA	\$ _____	\$ _____
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	FROM	TO	UNIT	UNIT PRICE				
	1	50	EACH	\$				
	51	100	EACH	\$				
	101	150	EACH	\$				
	201	250	EACH	\$				
	251	300	EACH	\$				
	RANGES FOR ORDERS PLACED FROM 1097 DAC THROUGH 1462 DAC							
	FROM	TO	UNIT	UNIT PRICE				
	1	50	EACH	\$				
	51	100	EACH	\$				
	101	150	EACH	\$				
	201	250	EACH	\$				
	251	300	EACH	\$				
	(End of narrative C001)							
	<u>Packaging and Marking</u>							
	PACKAGING - SEE SECTION D AND STATEMENT OF WORK PARA 3.3							
	(End of narrative D001)							
	<u>Inspection and Acceptance</u>							
	INSPECTION: Origin      ACCEPTANCE: Origin							
	FOB POINT: Destination							
	DELIVERY SCHEDULE							
	15 EACH 510 DAYS AFTER CONTRACT OR DELIVERY ORDER							
	15 EACH 540 DAYS AFTER CONTRACT OR DELIVERY ORDER							
	25 EACH 600 DAYS AFTER CONTRACT OR DELIVERY ORDER							
	25 EACH 630 DAYS AFTER CONTRACT OR DELIVERY ORDER							
	30 EACH THEREAFTER UNTIL COMPLETION							
	(End of narrative F001)							
0002	SECURITY CLASS: Unclassified							
0002AA	<u>FIRST ARTICLE FABRICATION</u>					LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: FAT FABRICATION</p> <p>FIRST ARTICLE (FA) CONSISTS OF 5 UNITS OF NSN 4120-01-268-4450 MANUFACTURED IAW REQUIREMENTS CITED FOR CLIN 0001 SEE SOW AND SECTION FOR FA, TESTING, APPROVAL AND DISPOSITION INSTRUCTIONS. THE FA EFFORT IS BROKEN DOWN INTO THREE CATEGORIES, FABRICATION, TEST PLAN AND TESTING/TEST REPORT AS SET FORTH IN THIS SLINs 0002AA, 0002AB &amp; 0002AC</p> <p>ACCEPTANCE OF THE FIRST ARTICLE TESTING EFFORT IS SUBJECT TO GOVERNMENT APPROVAL OF THE FIRST ARTICLE TEST REPORT, WHICH IS TO BE DELIVER IAW DD FORM 1423, EXHIBIT A, SEQUENCE A001 EMBEDDED IN THE SOW</p> <p>FIRST ARTICLE FABRICATION AND TESTING SHALL BE COMPLETED WITHIN 60 DAYS OF RECEIPT OF AN APPROVED FIRST ARTICLE QUALIFICATION TEST PLAN</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PKG - SEE SECTION D AND SOW PARA 3.3</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin Government Approval/Disapproval Days: 0</p> <p>SUBJECT TO APPROVAL OF FIRST ARTICLE TEST REPORT SLIN 0002AC BELOW</p> <p>(End of narrative E001)</p> <p>FOB POINT: Destination</p> <p>DISPOSITION/DELIVERY OF TESTED UNITS SHALL BE SET FORTH IN SUBSEQUENT DELIVERY ORDER</p> <p>(End of narrative F001)</p>				
0002AB	<u>FIRST ARTICLE QUALIFICATION TEST PLAN</u>		LO	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-B-A607 MOD/AMD	Page 7 of 55
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: FA QUAL TEST PLAN</p> <p>FIRST ARTICLE QUALIFICATION TEST PLAN IAW DI-NDTI-81307 DD FORM 1423, SOW PARA 3.10.4 AND CONTRACT DATA REQUIREMENT LIST EXHIBIT A SEQUENCE A001</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D AND STATEMENT OF WORK PARA 3.3</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 0</p> <p>FOB POINT: Destination</p> <p>SEE DD FORM 1423 EXHIBIT A, SEQUENCE A001 EMBEDDED IN SOW</p> <p>(End of narrative F001)</p>				
0002AC	<p><u>TEST/INSPECTION REPORT (FA TEST REPORT)</u></p> <p>NOUN: TEST/INSPECTION REPORT</p> <p>TEST/INSPECTION REPORT (Subtitle First Article Test Report) IAW DI-NDTI-80809B DD FORM 1423 SOW 3.10.6.3 AND CONTRACT DATA REQUIREMENTS LISTS EXHIBIT A SEQUENCE A002</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D AND STATEMENT OF WORK PARA 3.10.6.3.</p> <p>(End of narrative D001)</p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																											
	<p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>Government Approval/Disapproval Days: 0</p> <p>ACCEPTANCE OF THE FIRST ARTICLE TESTING EFFORT IS SUBJECT TO GOVERNMENT APPROVAL OF THE FIRST ARTICLE TEST REPORT, WHICH IS TO BE DELIVERED IAW DD FORM 1423, EXHIBIT A, SEQUENCE A002 EMBEDDED IN THE SOW</p> <p>(End of narrative E001)</p> <p>FOB POINT: Destination</p>  <p>SECURITY CLASS: Unclassified</p>																															
0003																																
0003AA	<p><u>AIR CONDITIONE - NSN 4120 01 268 4451</u></p> <p>NOUN: 18K BTUH 230V 1PH 50/60HZ ECU</p> <p>This is a four (4) year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract on a Firm Fixed Price (FFP) basis. This effort shall be performed in accordance with the Purchase Decrisption Attachment 2 in Section J and Statement of Work in Section J, Attachment 1</p> <p>The line item quantities are divide into ranges to allow pricing of orders placed with a specific range. The ranges are displayed on a yearly basis for each of the four years. The range quantities are not to be construed as yearly requirement.</p> <p>(End of narrative B001)</p> <p>YEAR ONE (1)    -    BASE YEAR</p> <p>RANGE FOR ORDERS PLACED FROM DATE OF CONTRACT AWARD THROUGH 365 DAC</p> <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>50</td><td>EACH</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>EACH</td><td>\$</td></tr><tr><td>101</td><td>150</td><td>EACH</td><td>\$</td></tr><tr><td>151</td><td>200</td><td>EACH</td><td>\$</td></tr><tr><td>201</td><td>250</td><td>EACH</td><td>\$</td></tr><tr><td>251</td><td>300</td><td>EACH</td><td>\$</td></tr></table>	FROM	TO	UNIT	UNIT PRICE	1	50	EACH	\$	51	100	EACH	\$	101	150	EACH	\$	151	200	EACH	\$	201	250	EACH	\$	251	300	EACH	\$	EA	\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Destination</p> <p>DELIVERY SCHEDULE</p> <p>15 EACH 510 DAYS AFTER CONTRACT OR DELIVERY ORDER</p> <p>15 EACH 540 DAYS AFTER CONTRACT OR DLEIVERY ORDER</p> <p>25 EACH 600 DAYS AFTER CONTRACT OR DELIVERY ORDER</p> <p>25 EACH 630 DAYS AFTER CONTRACT OR DELIVERY ORDER</p> <p>30 EACH THEREAFTER UNTIL COMPLETION</p> <p>(End of narrative F001)</p>				
0004	SECURITY CLASS: Unclassified				
0004AA	<p><u>FIRST ARTICLE FABRICATION</u></p> <p>NOUN: FAT FABRICATION</p> <p>FIRST ARTICLE (FA) CONSIST OF 5 UNITS OF NSN 4120-01-268-4451 MANUFACTURED IAW REQUIREMENTS CITED FOR CLIN 0003. SEE SOW AND SECTION I FOR FA, TESTING, APPROVAL AND DISPOSITION INSTRUCTIONS. THE FA EFFORT IS BROKEN DOWN INTO THREE CATEGORIES; FABRICATION, TEST PLAN AND TESTING/TEST REPORT AS SET FORTH IN THIS SLIN 0004AA, 0004AB &amp; 0004AC</p> <p>ACCEPTANCE OF THE FIRST ARTICLE TESTING EFFORT IS SUBJECT TO GOVERNMENT APPROVAL OF THE FIRST ARTICLE TEST REPORT, WHICH IS TO BE DELIVERED IAW DD FORM 1423, EXHIBIT A, SEQUENCE A002, EMBEDDED IN THE SOW</p> <p>FIRST ARTICLE FABRICATION AND TESTING SHALL BE COMPLETED WITHIN 60 DAYS OF RECEIPT OF AN APPROVED FIRST ARTICLE QUALIFICATION TEST PLAN</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PKG - SEE SECTION D &amp; SOW PARA 3.3</p> <p>(End of narrative D001)</p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	<p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin Government Approval/Disapproval Days: 0</p> <p>SUBJECT TO APPROVAL OF FIRST ARTICLE TEST REPORT SLIN 0004AC BELOW</p> <p>(End of narrative E001)</p> <p>FOB POINT: Destination</p> <p>DISPOSITION/DELIVERY OF TESTED UNITS SHALL BE SET FORTH IN SUBSEQUENT DELIVERY ORDER</p> <p>(End of narrative F001)</p> <p><u>FIRST ARTICLE QUALIFICATION TEST PLAN</u></p> <p>NOUN: FA QUAL TEST PLAN</p> <p>FIRST ARTICLE QUALIFICATION TEST PLAN IAW DI-NDTI-81307 DD FORM 1423, SOW PARA 3.10 AND CONTRACT DATA REQUIREMENT LIST EXHIBIT A SEQUENCE A001</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D AND STATEMENT OF WORK PARA 3.3</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination Government Approval/Disapproval Days: 0</p> <p>FOB POINT: Destination</p> <p>SEE DD FORM 1423 EXHIBIT A, SEQUENCE A001 EMBEDDED IN SOW</p> <p>(End of narrative F001)</p>		LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	<p><u>TEST/INSPECTION REPORT (FA TEST REPORT)</u></p> <p>NOUN: TEST/INSPECTION REPORT</p> <p>TEST/INSPECTION REPORT (Subtitle First Article Test Report) IAW DI-NDTI-80809B DD FORM 1423, SOW 3.10 AND CONTRACT DATA REQUIREMENTS LISTS EXHIBIT A SEQUENCE A001</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D AND STATEMENT OF WORK PARA 3.3</p> <p>(End of narrative D001)</p> <p>Government Approval/Disapproval Days: 0</p> <p>ACCEPTANCE OF THE FIRST ARTICLE TESTING EFFORT IS SUBJECT TO GOVERNMENT APPROVAL OF THE FIRST ARTICLE TEST REPORT, WHICH IS TO BE DELIVERED IAW DD FORM 1423, EXHIBIT A SEQUENCE A002 EMBEDDED IN THE SOW</p> <p>(End of narrative E001)</p> <p>FOB POINT:</p>		LO	\$ _____	\$ _____
0005	SECURITY CLASS: Unclassified				
0005AA	<p><u>INTEGRATED MASTER SCHEDULE</u></p> <p>NOUN: IMS</p> <p>Integrated Master Schedule (IMS) IAW DI-MISC-81183A DD Form 1423, SOW PARA 3.5 AND CONTRACT DATA REQUIREMENTS LIST EXHIBIT B SEQUENCE B001 - EMBEDDED IN SOW</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>		LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SEE SECTION D AND STATEMENT OF WORK PARA 3.3</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY SEE DD FORM 1423</p> <p>(End of narrative F001)</p>				
0006	SECURITY CLASS: Unclassified				
0006AA	<p><u>S&amp;T REPORTS CONFIGURATION CONTROL</u></p> <p>NOUN: S&amp;T REP CONFIG CONTROL</p> <p>SCIENTIFIC AND TECHNICAL REPORTS (subtitle Configuration Control) IAW DD FORM 1423, DI-MISC-80711A, SOW Par 3.6 AND CONTRACT DATA REQUIREMENTS LIST EXHIBIT C, SEQUENCE C001 - EMBEDDED IN SOW</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D AND STATEMENT OF WORK PARA 3.3</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY SEE DD FORM 1423</p> <p>(End of narrative F001)</p>		LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	SECURITY CLASS: Unclassified				
0007AA	<p data-bbox="266 443 602 464"><u>SAFETY ASSESSMENT REPORT (SAR)</u></p> <p data-bbox="266 520 646 541">NOUN: SAFETY ASSESSEMENT RPT (SAR)</p> <p data-bbox="285 625 756 726">SAFETY ASSESSMENT REPORT (SAR) IAW DD FORM 1423, DI-SAFT-80102B SOW para 3.11.1.1 AND CONTRACT DATA REQUIREMENTS LIST EXHIBIT D, SEQUENCE D001 - EMBEDDED IN SOW</p> <p data-bbox="444 758 699 779">(End of narrative B001)</p> <p data-bbox="266 863 501 884"><u>Packaging and Marking</u></p> <p data-bbox="285 940 732 989">SEE SECTION D AND STATEMENT OF WORK PARA 3.3</p> <p data-bbox="444 1020 699 1041">(End of narrative D001)</p> <p data-bbox="266 1129 548 1150"><u>Inspection and Acceptance</u></p> <p data-bbox="266 1157 724 1178">INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="266 1209 513 1230">FOB POINT: Destination</p> <p data-bbox="285 1262 565 1283">DELIVERY SEE DD FORM 1423</p> <p data-bbox="444 1314 699 1335">(End of narrative F001)</p>		LO	\$ ** NSP **	\$ ** NSP **
0008	SECURITY CLASS: Unclassified				
0008AA	<p data-bbox="266 1556 634 1577"><u>TECHNICAL REPORT - STUDY SERVICES</u></p> <p data-bbox="266 1633 646 1654">NOUN: TECH REPORT - STUDY SERVICES</p> <p data-bbox="285 1738 776 1864">TECHNICAL REPORT - STUDY SERVICES (subtitle Family Tree) IAW DD FORM 1423, DI-MISC-80508A, SOW PARA 3.13 AND CONTRACT DATA REQUIREMENTS LIST EXHIBIT E, SEQUENCE E001 - EMBEDDED IN SOW</p> <p data-bbox="444 1896 699 1917">(End of narrative B001)</p>		LO	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u></p> <p>SEE SECTION D AND STATEMENT OF WORK PARA 3.3</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY SEE DD FORM 1423</p> <p>(End of narrative F001)</p>				
0009	SECURITY CLASS: Unclassified				
0009AA	<p><u>PACKAGING DEVELOPMENTAL DATA REPORT</u></p> <p>NOUN: PKG DEVELOPMENT DATA REPORT</p> <p>PACKAGING DEVELOPMENTAL DATA REPORT IAW DD FORM 1423, DI-PACK-81582, SOW PARA 3.15.1 AND CONTRACT DATA REQUIREMENTS LIST EXHIBIT F SEQUENCE F001 - EMBEDDED IN SOW</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D AND STATEMENT OF WORK PARA 3.3</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY SEE DD FORM 1423</p>		LO	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
0010	SECURITY CLASS: Unclassified				
0010AA	<p><u>LMI SUMMARIES</u></p> <p>NOUN: LMI SUMMARIES</p> <p>LOGISTICS MANAGEMENT INFORMATION (LMI) SUMMARIES IAW subtitle Provisioning and Other Preprocurement Screening Data DI-ALSS- 81530 SOW PARA 3.16.1 AND CONTRACT DATA REQUIREMENTS LIST EXHIBIT G SEQUENCE G001 - EMBEDDED IN SOW</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D AND STATEMENT OF WORK PARA 3.3</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>DELIVERY SEE DD FORM 1423</p> <p>(End of narrative F001)</p>		LO	\$ ** NSP **	\$ ** NSP **
0010AB	<p><u>LMI DATA PRODUCTS - PROVISIONING PARTS LIST</u></p> <p>NOUN: LMI - DATA PRODUCTS</p> <p>LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCTS (subtitle Provisioning Parts List (PPL)) IAW DI-ALSS-81529 - SOW 3.17.1 AND DD FORM 1423 CONTRACT DATA REQUIREMENT LIST EXHIBIT G, SEQUENCE G002 - EMBEDDED IN SOW</p>		LO	\$ ** NSP **	\$ ** NSP **



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AC	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D AND STATEMENT OF WORK PARA 3.17.1</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>DELIVERY SEE DD FORM 1423</p> <p>(End of narrative F001)</p>				
	<p><u>LMI SUMMARIES</u></p> <p>NOUN: LMI SUMMARIES</p> <p>LOGISTIC MANAGEMENT INFORMATION (LMI) SUMMARIES IAW subtitle Engineering Data for Provisioning (EDFP) DATA DI-ALSS-81530 SOW PARA 3.18 AND CONTRACT REQUIREMENTS LIST EXHIBIT G SEQUENCE G003 EMBEDDED IN SOW</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D AND STATEMENT OF WORK PARA 3.3</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>DELIVERY SEE DD FORM 1423</p> <p>(End of narrative F001)</p>		LO	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AD	<p><u>LMI DATA PRODUCTS (DESIGN CHANGE NOTICE(DCN))</u></p> <p>NOUN: LMI DATA PRODUCTS</p> <p>LMI DATA PRODUCTS IAW DI-ALSS-81529(subtitle Provisioning Parts List (PPL), SOW 3.19.1 AND CONTRACT DATA REQUIREMENTS LIST EXHIBIT G SEQUENCE G004 - EMBEDDED IN SOW</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D AND STATEMENT OF WORK PARA 3.3</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>DELIVERY SEE DD FORM 1423</p> <p>(End of narrative F001)</p>		LO	\$ ** NSP **	\$ ** NSP **
0011	SECURITY CLASS: Unclassified				
0011AA	<p><u>SCIENTIFIC &amp; TECHNICAL REPORTS</u></p> <p>NOUN: SCIENTIFIC &amp; TECHNICAL REPORT</p> <p>SCIENTIFIC AND TECHNICAL REPORTS (subtitle RPSTL TM 9-4120-XXX-24P) IAW DI-MISC-80711A, SOW PARA 3.20.1 AND APP.E, AND CONTRACT DATA REQUIREMENT LIST EXHIBIT H SEQUENCE H001 - EMBEDDED IN SOW</p>		LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	SEE SECTION D AND STATEMENT OF WORK PARA 3.3				
	(End of narrative D001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin      ACCEPTANCE: Origin				
	FOB POINT: Destination				
	DELIVERY SEE DD FORM 1423				
	(End of narrative F001)				
0012	SECURITY CLASS: Unclassified				
0012AA	<u>SCIENTIFIC &amp; TECHNICAL REPORTS</u>		LO	\$ ** NSP **	\$ ** NSP **
	NOUN: SCIENTIFIC & TECHNICAL REPORT				
	SCIENTIFIC AND TECHNICAL REPORTS (subtitle TM 9-4120-XXX-14) IAW DI-MISC-80711A, SOW PARA 3.14 & 3.21 AND CONTRACT DATA REQUIREMENTS LIST EXHIBIT J, SEQUENCE J001 - EMBEDDED IN SOW				
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	SEE SECTION D AND SOW PARA 3.14 AND 3.21				
	(End of narrative D001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin      ACCEPTANCE: Origin				
	FOB POINT: Destination				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DELIVERY SEE DD FORM 1423  (End of narrative F001)				
0013	SECURITY CLASS: Unclassified				
0013AA	<u>SCIENTIFIC &amp; TECHNICAL REPORTS</u>  NOUN: SCIENTIFIC & TECHNICAL REPORT  SCIENTIFIC AND TECHNICAL REPORTS (subtitle Warranty Performance Report) IAW DI-MISC- 80711A, SOW PARA 3.23 AND CONTRACT DATA REQUIREMENTS LIST EXHIBIT K, SEQUENCE K001 - EMBEDDED IN SOW  (End of narrative B001)  <u>Packaging and Marking</u>  SEE SECTION D AND STATEMENT OF WORK PARA 3.3  (End of narrative D001)  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination  DELIVERY SEE DD FORM 1423  (End of narrative F001)		LO	\$ ** NSP **	\$ ** NSP **

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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 CS6900	52.6900	ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK) ORDER OF PRECEDENCE-ISSUE OF SPECIFICATIONS (STATEMENT OF WORK)	SEP/2003
(52.6900)		(Sep 2003)	

1. The documents listed at Attachment 1 are directly cited within this solicitation/contract and are furnished at Section J. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents cited at Attachment 1 govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modifications/Exceptions to Listed Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).

3. When applicable, a list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract is furnished at Attachment 1. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless stated explicitly elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available on line at <http://assist.daps.dla.mil/>

When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS) current date. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between this provision and other contractual requirements.

5. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications, Standards and Data Item Descriptions listed in the DoDISS. Obtain these documents from:

DODSSP  
Building 4/Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
  
FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

b. Commercial Specifications, Standards, and Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959

NOTE: You may also obtain Specification and Standard Information via the Defense Standardization Program Office Webpage, <http://www.dodssp.daps.mil> Free registration for a UserID and password are required prior to using ASSIST-Online. In most cases, you will be able to download cases from your standard browser. The ASSIST-Online Website is located at: <http://assist.daps.mil>

6. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.

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<b>Name of Offeror or Contractor:</b>		

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

(2) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files) copies of the drawings supplied with this solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these documents contain all drawings cited in Attachment -6-, excluding drawings for those items which will be government-furnished for incorporation into the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

(3) Concurrent with the submission of the bid/offer, the bidder/offeror will certify that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such certification prior to award.

(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 6.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

(1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.

(2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.

7. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or

b. The identification of such parts is inconsistent, or

c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that time.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

(N/A) effective date of contract.

( x ) date of contract award.

(End of clause)

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**Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1      52.7029      PRESERVATION, PACKING AND MARKING INSTRUCTIONS      APR/1999  
 Preservation, Packing and Marking Instructions are specified on AMSEL-AC Form 5431-1, attached in Section J.

D-2      52.7037      PACKAGING WAIVERS OR DEVIATIONS      APR/1999  
 (a) Any request for waiver or deviation to a contractually imposed requirement subsequent to award must be evaluated by the cognizant authority for specifying packaging requirements. To effect this, contractors must complete DD Form 1694 and, as a minimum, include the following:

- (1) Sufficient documentation to permit a prudent evaluation/decision.
- (2) A statement of the positive and negative impact(s) of approval/disapproval.
- (3) Expected consideration/benefits for the Government.
- (4) Required follow-on activity.
- (5) Frequency of recurrence.

(b) Each contract under which nonconforming or modified packaging materials or processes are accepted by waiver or deviation, must be modified to provide an equitable price reduction or other consideration. The following statement will be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract \_\_\_\_\_. These materials have been approved and accepted for use by HQ CECOM.

(c) NOTE: Requests for waiver/deviation will not be approved for the sole purpose of meeting production/delivery schedules or to achieve cost objectives. Packaging Change Recommendations, DD Form 2025, may be submitted by vendors for evaluation through their cognizant Defense Contract Management Command (DCMC) office administering this contract or directly to the Contracting Officer if this contract is not administered by DCMC. Sufficient documentation must be stated/provided to permit a prudent evaluation/decision by the packaging authority for HQ CECOM.

(End of clause)

D-3      52.7041      CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING      APR/1999

(a) Commercial packaging may be acceptable provided such packaging meets all conditions of the level of protection specified in the Section D clause entitled, 'Standard Practice for Commercial Packaging.' The Contractor must submit a copy of the specifications for the proposed alternate packaging to the Contracting Officer. The submission must include statements that the proposed alternate packaging will meet the requirements as stated below.

(b) The alternate commercial packaging must provide the same level of protection against physical and environmental damage as the packaging specified in the Section D clause entitled 'Standard Practice for Commercial Packaging.'

(c) The alternate commercial packaging will be marked to the level it meets. (No less than that required by the Section D clause above).

(d) Acceptability of alternate commercial packaging is contingent upon:

- (1) Meeting the requirements of paragraphs a, b and c, above;
- (2) No increase in size and/or weight;
- (3) No delay in delivery;
- (4) Testing in accordance Appendix F of MIL-STD-2073-1C, Standard Practice For Military Packaging, 1 October 1996, and
- (5) No increase in packaging charges.

(e) When the alternate commercial packaging is found to be acceptable by the CECOM Packaging Branch, the following statement will

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**Name of Offeror or Contractor:**

be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract\_\_\_\_\_. These materials have been approved and accepted for use by HQ CECOM.

(End of clause)

D-4                      52.7043                      STANDARD PRACTICE FOR COMMERCIAL PACKAGING                      APR/1999

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a.                      Maximum of 100 unit packs per intermediate container.
- b.                      Maximum net load of 40 pounds.
- c.                      Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959.

D-5                      52.7047                      BAR CODE MARKING                      OCT/2001

Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

D-6                      52.7048                      INSECT INFESTION PREVENTION                      SEP/2002

For all contracts for the purchase of bulk lumber that will be used for packaging, the following applies:

"Nonmanufactured soft and hard wood materials identified as intended for use in the construction of wooden pallets, wood containers, and blocking and bracing shall be Heat Treated (HT) to a core temperature of 56 degrees Centigrade for 30 minutes, certified, and marked by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with their Nonmanufactured Wood Packing Policy and Nonmanufactured Wood Packing Enforcement Regulations, both dated 30 May 2001."

For all contracts that require materiel to be packaged by the manufacturer the following applies:

"All wooden pallets, container interior blocking and bracing, and wood containers produced entirely or in part of nonmanufactured species shall be constructed of wood Heat Treated (HT) to a core temperature of 56 degrees Centigrade for 30 minutes, certified and marked accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with their Nonmanufactured Wood Packing Policy and Nonmanufactured Wood Packing Enforcement Regulations, both dated 30 May 2001"

(End of Clause)



Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F-3	52.211-16	VARIATION IN QUANTITY	APR/1984
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to total contract amount.

F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
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(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate	OCT/2003

Reserved per FAC 2001-16 OCT 2003

(End of Clause)

G-2	52.7025	PLACE OF PERFORMANCE AND SHIPPING POINT	DEC/1987
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1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture: -1-  
(City, County, State)

Packaging and Packing: -2-  
(City, County, State)

Shipping Point (at or near): -3-  
(Street Address, City, State, Zip Code)

Producing facilities: -4-  
(Owner, Street Address, City, State, Zip Code)

Operator: -5-  
(Operator, Street Address, City, State, Zip Code)

Contractor's office which will receive payment, supervise and administer the contract:

-6-  
(Street Address, City, State)

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.

4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

G-3	52.7050	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
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Project Designation: n/a-

Initiating Activity: CCS\_  
(Item/Project Manager)

Controlled Item Report Requirements: N/A

Invoice Address: N/A

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W15P7T-04-B-A607      MOD/AMD</p>	<p style="text-align: center;"><b>Page 28 of 55</b></p>
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**Name of Offeror or Contractor:**

Name: Cay Connolly

Organization Code: AMSEL-AC-CA-RT-O\_

Telephone Area Code and No.: (732) 532-1417

DSN/Autovon No.: 992-1417

b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: -9-

Address: -10-

(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item must be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from only those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

G-4      52.7055      MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL      JUN/1999

(a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

(b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Contract Ordering Officer  
Instructions to Administrative Contracting Officer\*  
Instructions to other Defense Contract Management Command personnel\*  
Instructions to Defense Finance Administration Services  
Instructions to Defense Contract Audit Agency

\*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box AMSEL-AC-SP-D@mail1.monmouth.army.mil.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

G-5      52.7080      DFAS COLUMBUS WEB INVOICING SYSTEM (WINS)      NOV/1999

Contractors who are paid out of the DFAS Columbus office are requested to use the voluntary DFAS Web Invoicing System (WINS) whenever possible, when requesting payment of invoices or vouchers. Complete registration instructions may be found on the ACCESS WINS DFAS web site at

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`https://ecweb.dfas.mil.`

Vendor authentication includes user ID and passwords. User Guides are available at

`http://www.dfas.mil/ecedi/.`

Note: Contractors must be registered in the Central Contractors Registration database in order to use WINS.

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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992

H-2	52.6110	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL	JUN/1999
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(a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(b) The format for all communication shall be compatible with the following: Microsoft Office products or compatible products.

(c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

(d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

- Routine Letters
- Requests for Proposals under the contract
- Price Issues (except contractor pricing data)
- Contract Data Requirements List Submittals
- Contract Data Requirements List Comments
- Approvals/Disapprovals by the Government
- Technical Evaluations of Contract Items
- Clarifications
- Configuration Control
- Drawings (not to exceed 1/2 megabyte)
- Revised Shipping Instructions
- Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

- (i) The Contracting Officer's e-mail address is: -2-
- The Contract Specialist's e-mail address is -3-
- The Technical Point of Contact's e-mail address is: -4-

(End of clause)

H-3	52.6115	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APPENDIX F	APR/1999
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(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

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**Name of Offeror or Contractor:**

<u>ADDRESS</u>	<u>NO. OF COPIES</u>
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Commander, US Army CECOM, ATTN:AMSEL-AC_CA_RT-O Cay Connolly Fort Monmouth, NJ 07703-5000	1
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Commander, US Army CECOM, ATTN: AMSEL-LC-CCS-G-EC Patricia Bromka Fort Monmouth, NJ 07703-5000	1
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Commander, US Army CECOM, ATTN: AMSEL- AC-CS-E( ALE) Fort Monmouth, NJ 07703-5000	1
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(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

H-4	225.802-70- LOCAL	CONTRACTOR DEPLOYMENT TO SOUTH WEST ASIA	DEC/2003
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HS7500 Contractor Deployment To South West Asia (Dec 2003)

a. Employees going on field visits, TDYs, and deployments to Southwest Asia (Kuwait, Iraq, Afghanistan, Djibouti, Jordan, Qatar, etc.) must coordinate with the AMC Logistics Support Element (LSE) in Southwest Asia (SWA). The AMC LSE SWA is the entry point for all AMC visitors to that part of the world. These ensure that AMC military, civilians and contractors are routed through the appropriate subordinate LSE or LAO. In briefs and out briefs are mandatory. The AMC LSEs and LAOs need to know who comes into the theater for accountability purposes and administrative oversight and force protection. The Area Commander is required to know the location of all AMC contractors in their Area of Operation at all times.

b. Notifying the AMC LSE SWA of the contractor's impending visit is not a problem, if a call forward has been requested, because the LSE SWA receives a copy of every call forward from the AMC Emergency Operations Center. Some employees may not receive a call forward, usually because they are going for less than 30 days. In those cases, the contractor needs to notify the CECOM DCSPER Desk in the EOC

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at DSN 992-1762 or commercial 732-532-1762 of the visit and they will coordinate with LSE SWA.

c. All contractors are responsible for coordinating with the AMC LSE SWA when they enter the area and/or when they leave. The call forward specifically instructs the employee to contact the AMC-LSE SWA Personnel Section (G1) at DSN 318-825-4220 or commercial 732-427-5062 x 6623 for military and civilians and 732-427-5062 x 6611 for contractors, to let them know where they are in the AOR and that requirement needs to be followed.

d. In addition, every travel order for SWA shall have the following statement in the remarks section:

"All AMC military (AC/RC), Department of the Army Civilians, and contractors will contact the appropriate AMC office and coordinate with the AMC office the purpose of their visits."

2.                    If are any questions, contractor employees may contact the DCSPER Desk in the EOC at DSN 992-1762 or commercial 732-532-1762.

H-5                    52.7301                    ORDERING AUTHORITY                    AUG/2000  
CECOM reserves the right to issue Delivery Orders on behalf of any DOD component.  
Ordering Officers are authorized to issue Delivery Orders under this contract.

H-6                    52.7302                    ORDERING OFFICER AUTHORITY                    SEP/2003  
The authority of the Ordering Officers shall be to place Delivery Orders within the quantity and at the prices established for that quantity set forth at each Sub Line Item Number (SLIN) in the contract. Ordering Officers are not authorized to negotiate or change any terms or conditions of the contract. As such, Ordering Officers cannot make any changes to the specifications, statements of work, unit price(s), quality, quantity, delivery schedules or, alter the terms and conditions of any contracr against which they place Delivery Orders. Ordering Officers may not perform any post award functions beyond Delivery Order obligation and distribution. Reference Army Federal Acquisition Regulation Supplement  
(AFARS) 5101.602-2-90.



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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.214-26	AUDIT AND RECORDS--SEALED BIDDING	OCT/1997
I-14	52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATION--SEALED BIDDING	OCT/1995
I-15	52.214-28	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	OCT/1997
I-16	52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN/1986
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-18	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-19	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-20	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-21	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-23	52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS	MAY/2002
I-24	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
I-25	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-26	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-27	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-28	52.232-01	PAYMENTS	APR/1984
I-29	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-30	52.232-11	EXTRAS	APR/1984
I-31	52.232-17	INTEREST	JUN/1996
I-32	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-33	52.232-25	PROMPT PAYMENT	OCT/2003
I-34	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-35	52.233-1	DISPUTES	JUL/2002
I-36	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-37	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-38	52.248-1	VALUE ENGINEERING	FEB/2000
I-39	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-40	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-41	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-42	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-43	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-44	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	APR/1996
I-45	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
I-46	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-47	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-48	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	OCT/2002
I-49	252.225-7009	***REMOVED per DCN 20030331***USE IA0197** DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-50	252.225-7010	***RESERVED per DCN 20030331***USE IA0197*** DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000

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I-51	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-52	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-53	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-54	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-55	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-56	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-57	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-58	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-59	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-60	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-61	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-62	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-63	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002

I-64 52.204-7 CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1 OCT/2003  
IF6852 52.204-7 Central Contractor Registration Alternate 1.

As prescribed in 4.1104, use the following clause:

Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and  
(2) The Government has validated all mandatory data fields and has marked the record ``Active''.

(b)(1) The Contractor shall be registered in the CCR database . The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or  
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding

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novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I-65                      52.209-3                      FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (SEP 1989) AND ALTERNATE I                      SEP/1989  
(JAN 1997)

(a) The Contractor shall test 5 unit(s) of Lot/Item 0001/0001AA & 0003/0003AA as specified in this contract. At least 15- calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report IAW DD 1423 to AMSEL-LC-CCS-G-GB - NARINDER GULATI marked 'FIRST ARTICLE TEST REPORT: Contract No. \_\_\_\_\_, Lot/Item No.\_\_\_\_\_' Within 15 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testng. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to the contract for (1) progress payments, or (2) termination settlements if the contract is terminated for convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of clause)

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I-66                      52.216-18                      ORDERING                      OCT/1995  
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 48 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered 'issued' when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I-67                      52.216-19                      ORDER LIMITATIONS                      OCT/1995  
(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10K, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--  
(1) Any order for a single item in excess of \$50K;  
(2) Any order for a combination of items in excess of \$100K; or  
(3) A series of orders from the same ordering office within 180 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I-68                      52.216-22                      INDEFINITE QUANTITY                      OCT/1995  
(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the 'maximum.' The Government shall order at least the quantity of supplies or services designated in the Schedule as the 'minimum.'

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 DAYS ISSUANCE OF FINAL ORDER

(End of clause)

I-69                      252.211-7003                      UNIQUE ITEM IDENTIFICATION AND VALUATION                      JAN/2004  
[252.211-7003 Item Identification and Valuation.

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As prescribed in 211.274-3, use the following clause:

ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Governments unit acquisition cost means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

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Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for-

- (i) All items for which the Governments unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
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(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number \_\_\_\_ or Contract Data Requirements List Item Number \_\_\_\_.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall-

- (i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:
  - (A) Data Identifiers (DIs) (Format 06).
  - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International

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Standard 15418, Information Technology - EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <<http://www.acq.osd.mil/uid>>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology - Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Description.\*
- (2) Unique identifier,\*\* consisting of-
  - (i) Concatenated DoD unique item identifier; or
  - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Quantity shipped.\*
- (9) Unit of measure.\*
- (10) Governments unit acquisition cost.\*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractors CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.\*
- (16) Acceptance code.

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\* Once per contract line, subline, or exhibit line item.

\*\* Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of-

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Unit of measure.

(9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)]

I-70      52.227-03      PATENT INDEMNITY (ALTERNATE II)      APR/1984  
The following paragraph (c) is added to the clause at FAR 52.227-03 (APR 84), which is incorporated by reference:

(c) This patent indemnification shall cover the following items:

This patent indemnification shall be applicable to any patent claims or suits against the Government arising out of any activity occurring pursuant to this contract regarding the making, use, or sale of any items, or materials; or the practicing of any processes; which, in either case, have been sold or offered for sale by the contractor or its subcontractors hereunder to the public, in the commercial open market, and to such items, materials, or processes with relatively minor modifications thereto.

I-71      52.243-07      NOTIFICATION OF CHANGES      APR/1984  
(a) Definitions. 'Contracting Officer,' as used in this clause, does not include any representative of the Contracting Officer. 'Specifically authorized representative (SAR),' as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to



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constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within \_\_\_\_ calendar days (to be negotiated) from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within \_\_\_\_ calendar days (to be negotiated) of receipt of notice, respond to the notice in writing. In responding, The Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary, direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustment. (1) If the Contracting Officer confirms that Government conduct affected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with defective drawings, designs or specifications before the Contractor

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identified, or reasonably should have identified, such a defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases 'contract price' and 'cost' wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

I-72                      52.252-02                      CLAUSES INCORPORATED BY REFERENCE                      FEB/1998  
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far

http://farsite.hill.af.mil

(End of Clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQ LIST DD FORM 1423 SEQUENCE A001 AND A002 CATEGORY DI-NDTI-81307	26-MAR-2004	003	
Exhibit B	CONTRACT DATA REQ LIST DD FORM 1423 SEQUENCE B001 CATEGORY DI-MISC-81183A	26-MAR-2004	002	
Exhibit C	CONTRACT DATA REQ LIST DD FORM 1423 SEQUENCE C001 CATEGORY DI-MISC-80711A	26-MAR-2004	002	
Exhibit D	CONTRACT DATA REQ LIST DD FORM 1423 SEQUENCE D001 CATEGORY DI-SAFT-80102B	26-MAR-2004	004	
Exhibit E	CONTRACT DATA REQ LIST DD FORM 1423 SEQUENCE E001 CATEGORY DI-MISC-80508A	26-MAR-2004	001	
Exhibit F	CONTRACT DATA REQ LIST DD FORM 1423 SEQUENCE F001 CATEGORY DI-PACK-81582	26-MAR-2004	001	
Exhibit G	CONTRACT DATA REQ LIST DD FORM 1423 SEQUENCE G001, G002, G003 AND G004 CATEGORIES DI-ALSS-81530 AND DI-ALSS-81529	26-MAR-2004	019	
Exhibit H	CONTRACT DATA REQ LIST DD FORM 1423 SEQUENCE H001 CATEGORY DI-MISC-80711A	26-MAR-2004	003	
Exhibit J	CONTRACT DATA REQ LIST DD FORM 1423 SEQUENCE J001 CATEGORY DI-MISC-80711A	26-MAR-2004	003	
Exhibit K	CONTRACT DATA REQ LIST DD FORM 1423 SEQUENCE K001 CATEGORY DI-MISC-80711A	26-MAR-2004	002	
Attachment 001	STATEMENT OF WORK WITH APENDIX A, B, C, D AND E	05-APR-2004	103	
Attachment 002	PURCHASE DESCRIPTION	26-FEB-2004	078	

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 44 of 55****PIIN/SIIN** W15P7T-04-B-A607**MOD/AMD****Name of Offeror or Contractor:****SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.225-7017	***RESERVED per DCN 20030331***PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
K-3	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-4	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-5	52.214-16	MINIMUM BID ACCEPTANCE PERIOD	APR/1984

(a) 'Acceptance period,' as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 60- calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period:

\_\_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

K-6	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	MAY/2004
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(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is  
\_\_\_\_\_336391\_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_750\_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

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**Name of Offeror or Contractor:**

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It \_\_\_is, \_\_\_is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_is, \_\_\_is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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<b>Name of Offeror or Contractor:</b>		

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-7                      52.203-2                      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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**Name of Offeror or Contractor:**

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-8                      52.204-3                      TAXPAYER IDENTIFICATION                      OCT/1998  
(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- (    ) TIN:\_\_\_\_\_.
- (    ) TIN has been applied for.
- (    ) TIN is not required because:
- (    ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- (    ) Offeror is an agency or instrumentality of a foreign government;
- (    ) Offeror is an agency or instrumentality of a Federal Government;
- (    ) Other. State basis.\_\_\_\_\_

(e) Type of organization.

- (    ) Sole proprietorship;
- (    ) Partnership;
- (    ) Corporate entity (not tax-exempt):
- (    ) Corporate entity (tax-exempt):
- (    ) Government entity (Federal, State, or local);
- (    ) Foreign government;

Name of Offeror or Contractor:

- ( ) International organization per 26 CFR 1.6049-4;
- ( ) Other \_\_\_\_\_.

(f) Common Parent.

- ( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ( ) Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

(End of Provision)

PROCEDURAL NOTE: The Contractor's Tax Identification Number (TIN) should also be included on the respective invoices, receiving report or any other Government documentation authorizing payment for Payment Office tracking purposes.

K-9            52.207-4            ECONOMIC PURCHASE QUANTITY--SUPPLIES            AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.



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**Name of Offeror or Contractor:**

K-10      52.209-5      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,      DEC/2001  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-  
(i) The Offeror and/or any of its Principals-

(A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has \* has not \*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-11      52.214-02      Deleted--DO NOT USE ---TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING      JUL/1987  
(This provision has been deleted and reserved per FAC 97-09)

The bidder, by checking the applicable box, represents that--

(a) It operates as ( ) a corporation incorporated under the laws of the State of \_\_\_\_\_, ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, ( ) a joint venture; or

(b) If the bidder is a foreign entity, it operates as ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, ( ) a joint venture; or ( ) a corporation, registered for business in \_\_\_\_\_(country).

K-12      52.214-14      PLACE OF PERFORMANCE-SEALED BIDDING      APR/1985

(a) The bidder, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks 'intends' in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-B-A607 <b>MOD/AMD</b>	<b>Page 50 of 55</b>
<b>Name of Offeror or Contractor:</b>		

(End of provision)

K-13            52.219-19            SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS            OCT/2000  
COMPETITIVENESS DEMONSTRATION PROGRAM

(a) Definition. 'Emerging small business' as used in this solicitation, means a small business concern whose size is no greater than 50% of the numerical size standard applicable to the "North American Industry Classification System (NAICS)" code assigned to a contracting opportunity.

(b) (Complete only if the offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The offeror \_\_\_\_ is, \_\_\_\_ is not an emerging small business.

(c) (Complete only if the offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
____ 50 or fewer	____ \$1 million or less
____ 51 - 100	____ \$1,000,001 - \$2 million
____ 101 - 250	____ \$2,000,001 - \$3.5 million
____ 251 - 500	____ \$3,500,001 - \$5 million
____ 501 - 750	____ \$5,000,001 - \$10 million
____ 751 - 1,000	____ \$10,000,001 - \$17 million
____ Over 1,000	____ Over \$17 million

K-14            52.222-22            PREVIOUS CONTRACTS AND COMPLIANCE REPORTS            FEB/1999  
The offeror represents that-

(a) it ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, -filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-15            52.222-25            AFFIRMATIVE ACTION COMPLIANCE            APR/1984  
(a) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative actions programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K-16            52.223-13            CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING            AUG/2003  
(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIN/SIIN W15P7T-04-B-A607      MOD/AMD</p>	<p style="text-align: center;"><b>Page 51 of 55</b></p>
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**Name of Offeror or Contractor:**

11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:
  - (A) Major group code 10 (except 1011, 1081, and 1094).
  - (B) Major group code 12 (except 1241).
  - (C) Major group codes 20 through 39.
  - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
  - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (v) The facility is not located in the United States or its outlying areas.

(End of provision)

K-17      252.225-7000      BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE      APR/2003

(a) Definitions.

'Domestic end product', 'foreign end product', 'qualifying country', and 'qualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

- (b) Evaluation.
- The Government-
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
  - (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy american Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--
    - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
    - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

- (2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____.

(End of provision)

K-18                    252.247-7022                    REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                    AUG/1992

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

      The offeror represents that it--

      \_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

      \_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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**Name of Offeror or Contractor:**

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-01	SOLICITATION DEFINITIONS - SEALED BIDDING	APR/2002
L-2	52.214-03	AMENDMENTS TO INVITATIONS FOR BIDS	APR/2002
L-3	52.214-04	FALSE STATEMENTS IN BIDS	APR/2002
L-4	52.214-5	SUBMISSION OF BIDS	MAR/1997
L-5	52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS	APR/1984
L-6	52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	NOV/1999
L-7	52.214-9	RESERVED per FAC 2001-15	AUG/2003
L-8	52.214-10	CONTRACT AWARD - SEALED BIDDING	JUL/1990
L-9	52.214-12	PREPARATION OF BIDS	APR/1984
L-10	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-11	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-12	52.233-2	SERVICE OF PROTEST	AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Joseph Lagrotteria -CECOM Acquisition Center - AMSEL-AC-CA-RT-O - Rittko Ave - Ft. Monmouth, N.J. 07703-5000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L-13 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998  
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):  
<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of Provision)

L-14 52.XXXX AMC-LEVEL PROTEST PROGRAM FEB/2004  
LM7251 AMC-LEVEL PROTEST PROGRAM FEB 2004  
52.7251

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ, Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
9301 Chapek Road  
Fort Belvoir VA 22060-5527

Facsimile Number: (703) 806-8775  
Voice Number: (703) 806-8700

The AMC-level protest procedures are accessible via the Internet; see the HQ, AMC home page under 'Office of Command Counsel (CC)'.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W15P7T-04-B-A607 <b>MOD/AMD</b>	<b>Page 54 of 55</b>
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**Name of Offeror or Contractor:**

The CC website address is:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available, contact the contracting officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-B-A607 MOD/AMD	Page 55 of 55
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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

Regulatory Cite	Title	Date
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M-1 52.6110 FAILURE TO COMPLY WITH F. O. B. TERMS APR/1991  
F.O.B. terms and shipping instructions are set forth in Section B under each item, and/or in Section F. For purposes of evaluation, bidders/offerors are cautioned that any bid/offer submitted on a basis other than F.O.B. DESTINATION for Items(s) -2- will be rejected as nonresponsive or may be considered unacceptable.

M-2 52.7100 ALL OR NONE BASIS FOR AWARD SEP/1997  
A bidder/offeror must quote on all items in Section B of this solicitation to be eligible for award. The government reserves the right to award the items in Section B on an 'all-or-none' basis; therefore, evaluation of bids/offers will be based, among other factors, upon the total price quoted for all items.

M-3 52.7150 EVALUATION--FIRST ARTICLE (CONTRACTOR TESTING) SEP/1997  
(a) Any offer submitted under this solicitation will be evaluated on the basis of including the First Article requirement CLIN/SLIN(s) set forth under Section B, except for those eligible offerors for whom the government elects to waive the First Article requirements.  
  
(b) If the government waives the requirement for First Article Unit(s), test plan(s), testing and test report(s) for eligible offerors, the prices set forth in the SLIN(s) under the First Article CLIN will not be included in the evaluation of their offer, and will not be included in the total contract price of any resultant contract. In addition, all provisions relating to First Article will be deleted from the resulting contract.  
  
(c) Earlier delivery, if required in case of waiver of First Article requirements, shall not be a factor in evaluation for award.

M-4 52.7300 TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS APR/1992  
a. Duty will be excluded from the evaluation of a foreign source bid/offer if the foreign source is an FMS/Offset Arrangement country, DFARS 225.7307 or a NATO cooperative project participant, DFARS 225.871.  
  
1. An 'FMS/Offset country' is a foreign country which has an offset arrangement negotiated in conjunction with a Foreign Military Sale and which arrangement provides for obtaining a waiver of the Buy American Act restrictions on a case-by-case basis.  
  
2. Cooperative project authority allows departments or agencies, that have authority to do so, to enter into a cooperative project agreement with NATO or with one or more member countries of that organization under DoDD 5530.3, International Agreements.  
  
b. However, in the case of designated country end products under DFARS 225.4 (unless the designated country is also a NATO cooperative project participant or an FMS/Offset Arrangement country), it can be concluded the duty is to be included in the price for evaluation, since there is no specific coverage of duty. Designated countries are the countries designated in the Trade Agreement Act of 1979. The list of designated countries appears at FAR 25.003.